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Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF OREGON**

LUMISOURCE, INC., an Illinois corporation,

Case No. CV 04 147 HU

Plaintiff,

v.

**CONSENT JUDGMENT
AND DECREE**

FRED MEYER STORES, INC., an Ohio
corporation; PROMINENCE DECOR, INC., a
Canadian corporation,

Defendants.

The parties to the above-captioned matter have agreed to a settlement of the
matters at issue between them and to the entry of this Consent Judgment and Decree.

Accordingly,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows.

1. This Court has personal jurisdiction over the Defendants and over the subject

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matter in issue.

2. Plaintiff LumiSource, Inc. (hereinafter LumiSource) asserts rights in the design of a lamp known as the “Sculptured Electra” plasma lamp. LumiSource is the owner of United States Patent No. Des. 428,664, U.S. Trademark Registration Nos. 2,596,522 and 2,685,102, and U.S. Copyright Registration No. VA 992-629 (collectively, hereinafter “the Registrations in Suit”).

3. The parties have executed a Settlement Agreement.

4. Defendants have sold a product known as the “Lightning Twist Lamp” a/k/a “Thunder Twist Lamp” a/k/a “Twist Lamp” depicted in Exhibit A hereto and hereinafter referred to as the “Lamps”.

5. Pursuant to 65(d) of the Federal Rules of Civil Procedure, Defendants and their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of this Judgment and Decree, by personal service or otherwise, are hereby permanently enjoined from making, using, selling, offering for sale, manufacturing or importing, or inducing or contributing to the infringement of the Registrations in Suit by the Lamps or any lamps of substantially the same configuration not supplied by LumiSource.

6. Notwithstanding the foregoing, Defendant Fred Meyer Stores, Inc. (“Fred Meyer”) may sell off its remaining inventory of the Lamps until May 24, 2004. Fred Meyer will destroy by May 28, 2004 any Lamps not sold by May 24, 2004.


7. Each party shall bear its own costs and attorneys’ fees, and no costs or attorneys’ fees are awarded to either party.

8. Each party waives its right to appeal from this Consent Judgment and Decree.

9. This Court retains jurisdiction of the parties and this matter for purposes of:

- a) enforcement and/or interpretation of this Consent Judgment and Decree;
- b) enforcement and/or interpretation of the aforementioned Settlement Agreement; and
- c) resolution of any future dispute between the parties regarding any of the Registrations in suit.

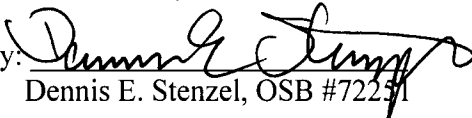
Dated this 4 day of June, 2004.


Dennis J. Hubel
U.S. ~~Magistrate~~ Judge

AGREED TO BY THE PARTIES


for the Plaintiff

LUMISOURCE, INC.

By: 
Dennis E. Stenzel, OSB #72251

for the Defendant

FRED MEYER STORES, INC.

By: 
Nona Soltero, Esq.
Senior Counsel
Fred Meyer Stores, Inc.

for the Defendant

PROMINENCE DÉCOR, INC.


By: 
Danny Lavy
Chief Executive Officer
Prominence Décor, Inc.



EXHIBIT A